

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosemont Group Limited	FORMERLY Ingleby (1705) Limited	11/07/2006	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	HSBC Bank plc		
Street Address:	8 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	Banking: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78757023	ROSEMONT	
Serial Number:	78757028	ROSEMONT	
Serial Number:	78757030	ROSEMONT	
Serial Number:	78757035	ROSEMONT	
Serial Number:	78401536	SOLTAMOX	
CORRESPONDENCE DATA			
Fax Number:	(202)585-8080		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-585-8264		
Email:	sfreedman@nixonpeabody.com		
Correspondent Name:	Susan M. Freedman, Esq.		
Address Line 1:	Nixon Peabody LLP		
Address Line 2:	401 9th Street, N.W., Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		

CH \$140.00 78757023

900063682

TRADEMARK
REEL: 003436 FRAME: 0306

ATTORNEY DOCKET NUMBER:

057935-9

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Susan M. Freedman

Signature:

/susan m. freedman/

Date:

11/29/2006

Total Attachments: 5

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2006, by Rosemont Group Limited, a private limited company incorporated in England and Wales (registered number 05848072) formerly known as Ingleby (1705) Limited (the "Grantor"), in favor of HSBC Bank plc, as Security Trustee under a Senior Facilities Agreement and a Mezzanine Facility Agreement, each dated August 4, 2006, as secured party (the "Security Trustee").

WITNESSETH:

WHEREAS, pursuant to an Intellectual Property Security Agreement dated as of November 7, 2006 (including all exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), the Grantor has granted security interests to the Security Trustee in certain trademarks, trademark applications and other intellectual property owned by it; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Security Trustee this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. As security for the payment and performance of the Obligations, the Grantor hereby grants to the Security Trustee for the benefit of the Secured Parties (as defined in the Facility Agreements) a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral");

(a) all of its Trademarks, Trademark registrations and Trademark applications to which it is or shall be a party, including, without limitation, the Trademarks, Trademark registrations, and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration or Trademark application;

(b) all renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, all claims by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule I, or (ii) injury to the goodwill associated with any Trademark or Trademark registration.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Security Trustee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Security Trustee to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Security Trustee to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. The Security Trustee may record this Agreement, an abstract thereof, or any other document describing the Security Trustee's interest in the Collateral with the United States Patent and Trademark Office, at the expense of Grantor. In addition, Grantor authorizes the Security Trustee to file financing statements describing the Collateral in any Uniform Commercial Code filing office deemed appropriate by the Security Trustee.

5. Authorization to Supplement. Grantor shall give the Security Trustee prompt notice of any additional United States trademarks or applications therefor after the date hereof. Grantor authorizes the Security Trustee unilaterally to modify this Agreement by amending Schedule I hereto to include any future United States trademarks or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the Security Trustee's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, the Security Trustee and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Facility Agreements and the Security Agreement.

7. Termination. Upon payment and performance in full of all Obligations (other than unasserted contingent indemnification obligations), the security interests created by this Agreement shall terminate and the Security Trustee (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to the Security Trustee hereunder, including cancellation of this Agreement by written notice from the Security Trustee to the United States Patent and Trademark Office.

8. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

[Signatures on following page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROSEMONT GROUP LIMITED

By: 

Name: NEIL SALVIO

Title: FINANCE DIRECTOR

ACCEPTED AND ACKNOWLEDGED BY:

HSBC BANK PLC, as Security Trustee

By: 

Name: CLAUDINE TODD

Title: MANAGER

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Mark	Registration No.	Date of Issuance	Owner

U.S. Trademark Applications

Mark	Application No.	Owner
ROSEMONT	78/757023	Rosemont Group Limited
ROSEMONT	78/757028	Rosemont Group Limited
ROSEMONT and design	78/757030	Rosemont Group Limited
ROSEMONT and design	78/757035	Rosemont Group Limited
SOLTAMOX	78/401536	Rosemont Group Limited